

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:

Timothy J. Smith,

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Chapter 7

Case No. 22-13293 (PMM)

Debtor.

ORDER REGARDING REAFFIRMATION AGREEMENT

AND NOW, WHEREAS, on January 18, 2023, Santander Consumer USA Inc. dba Chrysler Capital filed a reaffirmation agreement (the “Reaffirmation Agreement”), doc. # 12, with the Debtor;

AND, it appearing that an attorney represented the Debtor during the course of negotiating the Reaffirmation Agreement;

AND, the attorney having filed a certification that the Debtor was counseled in accordance with 11 U.S.C. §524(c)(3);

AND, the Debtor having acknowledged in writing receipt of the disclosures described in 11 U.S.C. §524(k) at or before the time the Debtor signed the Reaffirmation Agreement;

AND, there being no material difference between the income and expenses disclosed by the Debtor pursuant to 11 U.S.C. §524(k)(6)(A) and the income and expenses stated on Schedules I and J;

AND, there being no presumption of undue hardship pursuant to 11 U.S.C. §524(m)(1);

It is hereby **ORDERED** that:

1. No hearing on reaffirmation is necessary. See 11 U.S.C. §§ 524(d) & (m).
2. Court approval of the Reaffirmation Agreement is unnecessary. See 11 U.S.C. §524(c) (not conditioning enforceability of reaffirmation agreement on court approval); 11 U.S.C. §524(c)(6)(A) (requiring court approval of Reaffirmation Agreement only upon certain conditions); 11 U.S.C. §524(m)(1) (the court “shall” review presumption of undue hardship if it arises).

Dated: 1/19/23



PATRICIA M. MAYER
U.S. BANKRUPTCY JUDGE